

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JAMES BIRD and TITAN INSURANCE,)
)
Plaintiffs,) No. 2:10-cv-00991-TSZ
)
v.) STIPULATION AND ORDER RE:
) ARBITRATION
)
METROPOLITAN CASUALTY INSURANCE) AND
COMPANY, METROPOLITAN PROPERTY)
& CASUALTY INSURANCE COMPANY,)
) WITHDRAWAL OF CERTAIN
Defendants.) MOTIONS
)

I. STIPULATION

James Bird, Titan, and Metropolitan Property & Casualty Insurance Company hereby stipulate:

1. Metropolitan Property & Casualty has filed a motion for summary judgment requesting an order requiring arbitration of the claims against it pursuant to the Independent Agency Agreement.
2. The Independent Agency Agreement also requires pre-arbitration mediation.
3. The parties hereby stipulate to an order immediately staying the claims against Metropolitan Property & Casualty, namely the claims entitled, "Breach of Contract / Titan,"

1 Doc. No. 127 ¶¶ 3.1 to 3.6, and “Tortious Interference With Business / Contractual Relations,”
2 Doc. No. 127 ¶¶ 7.1 to 7.6, based on the parties’ agreement:

3 A. that such arbitration hearing will occur in the third week of October of
4 2012, although this date is subject to reasonable adjustment in order to accommodate
5 client schedules;

6 B. that the parties will engage in a mediation in Seattle, Washington, in the
7 third week of September of 2012, although this date is subject to reasonable adjustment
8 in order to accommodate client schedules;

9 C. that the following motions are withdrawn: Plaintiffs’ Motion for Partial
10 Summary Judgment Against Metropolitan Property & Casualty; Metropolitan Property &
11 Casualty’s Motion for Summary Judgment; Metropolitan Property & Casualty’s Motion
12 for a Continuance; and Metropolitan Property & Casualty’s Motion to Compel.
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14 4. This stipulation does not affect the claims between Mr. Bird and Metropolitan
15 Casualty Insurance Company.
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17 DATED this 8th day of June, 2012.

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4 By /s/Isaac Ruiz

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6 Isaac Ruiz, #35237

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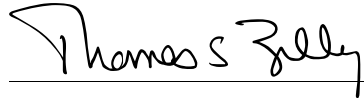
21 (503) 892-3942

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23 **II. ORDER**

24 Pursuant to the stipulation of the parties, docket no. 138, the claims of plaintiffs against
25 Metropolitan Property & Casualty Insurance Company ("Met. P&C") (namely the claims
26 entitled, "Breach of Contract / Titan," Doc. No. 127 ¶¶ 3.1 to 3.6, and "Tortious Interference
With Business / Contractual Relations," Doc. No. 127 ¶¶ 7.1 to 7.6) are STAYED until further
order, and the following motions are STRICKEN: (i) Met. P&C's motion for continuance,

1 docket no. 114; (ii) Met. P&C's motion to compel, docket no. 122; (iii) Met. P&C's motion for
2 summary judgment, docket no. 124; and (iv) plaintiffs' motion for partial summary judgment,
3 docket no. 131.

4 DATED this 13th day of June, 2012.

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8 THOMAS S. ZILLY
9 United States District Judge

10 Presented by:
11 KELLER ROHRBACK L.L.P.

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13 By /s/Isaac Ruiz
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